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*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

All letters intended for publication in the SOLICITORS' JOURNAL must be authenticated by the name of the writer.

Contents.

Case Reported this Week.

Current Topics.

Mr. W. F. K. TAYLOR, K.C., has been appointed judge of the Liverpool Court of Passage in succession to Mr. Bayliss, K.C. Mr. Taylor for several years before he took silk was the leader of the local bar at Liverpool, and he is Recorder of Bolton.

THE QUESTION raised by the *Taff Vale Railway case* and the proposals that have been made in the interests of trade unionists for avoiding the effect of that decision formed the subject of an interesting discussion at the Trade Union Congress at Leicester this week. The resolution which was proposed, and which was ultimately carried unanimously, advocated the restoration of the law as it was generally supposed to exist before the House of Lords (50 W. R. 441; 1901, A. C. 426) reversed the Court of Appeal, and held, in affirmation of the somewhat bold decision of FARWELL, J., that trade unions were liable to be sued, and the trade union funds to be made available to answer for wrongful acts committed under the authority of the union. The congress urge that legislation shall be promoted which "will definitely secure the immunity of trade union funds against being sued for damages, and thus obtain for trade unions that protection which Members of Parliament, legal authorities, and trade unionists believed existed prior to the Taff Vale judgment." Of course it is not very material now to discuss the law as it was formerly believed to exist; the power and wealth of trade unions has grown, and any future legislation will have to deal with present facts. An amendment to the resolution supported the policy of the Trade Disputes Bill which was recently before Parliament, and which admitted the civil liability of the union for the acts of unionists, but only when such acts were done under the express authority of the rules. "An action"—so ran one clause of the Bill—"shall not be brought against a trade union or other association aforesaid for the recovery of damage sustained by any person or persons by reason of the action of a member or members of such trade union or other association or persons aforesaid, unless it be proved that such member or members of such trade union or other association aforesaid acted with the directly expressed sanction and authority of the rules of such trade union." The weakness of this seems to be that the rules might be so drafted as effectually to exclude any possibility of the union funds being made liable. However the amendment, which demanded that legislation should be on these lines, was rejected by an overwhelming majority, and the congress then voted unanimously for the restoration of the condition of things supposed to exist before the House of Lords' decision. It remains to be seen how far this will prove to be a practicable policy.

A CORRESPONDENT, whose letter we print elsewhere, suggests that an error has crept into the report of the judgment of ROMER, L.J., in *Re Cobbold* (1903, 2 Ch. 299), an error which

is repeated in the head-note to the report of the case. The circumstances were that the testatrix gave a sum of £1,000 upon trust to pay the interest to G. L. for life, and after his death to divide the capital amongst his children equally, and in case of his death "without leaving any child or children," the £1,000 was to fall into her residuary estate, which she gave to certain nieces equally. G. L survived the testatrix. He had five children, all born before the date of the will, and four of them died in infancy, before that date. The fifth—G. L., the younger—survived the testatrix and died in his father's lifetime. The question was whether he had taken an absolute vested interest which was transmitted to his representatives, or whether it was divested by reason of the death of his father "without leaving any child." Upon the literal construction of these words the gift over would doubtless take effect, and upon this footing it was held by BYRNE, J., that the fund fell into the residuary personal estate. This construction was considered to be supported by the circumstance that the testatrix knew that G. L. had a son, and that that son was at the date of the will still alive. And if, in departing from the *primâ facie* meaning of the words "without leaving any child or children," the only alternative was to construe them as "without having had any child or children," then, as VAUGHAN WILLIAMS, L.J., observed, the conclusion of BYRNE, J., that they must be taken in their literal sense would be irresistible.

IN FACT, however, the principle has already been established that a gift vested in children is not to be divested by a mere gift over upon death "without leaving children." "The counsel for the defendants," said AMPHLETT, B., in *Treharne* v. *Layton* (L. R. 10 Q. B., p. 463), in a passage quoted by VAUGHAN WILLIAMS, L.J., in the present case, "has been unable to adduce a single instance at variance with the uniform current of decisions which established the principle that where a gift to the children is a vested gift it will not become divested by the use of the words 'in case the parent dies without leaving issue.'" In order to save interests which have become vested, it is necessary to qualify the words of the will so as to read them as though they ran "without having had a child who has attained a vested interest." If the interests vest in the children only on their attaining twenty-one, then the gift over takes effect in the case of the death of all the children in the lifetime of the parent under this age. But if any attain twenty-one, then they take absolute vested interests notwithstanding that they die in the parent's lifetime. In the present case there was no condition as to age, and consequently G. L., the younger, who survived the testatrix, acquired forthwith a vested interest, not liable to be divested on his death in his father's lifetime. The father did not die without having had a child who attained a vested interest, and consequently the gift over did not take effect. Lord Justice ROMER intended apparently to express this in the passage to which our correspondent takes exception. "If," he said, "you have a gift by will to A. for life, and after A.'s death to his children, in terms which would give them an absolute interest in A.'s lifetime, and then you have a gift over simply in these terms, 'if A. dies without leaving children,' you are to construe the expression 'leaving' so as not to destroy any prior vested interest. In other words, you construe it as meaning 'without leaving a child who has not attained a vested interest.'" Our correspondent observes that the "not" here appears to be erroneous, but that the phrase is equally difficult with the "not" left out. We imagine that the difficulty is inherent in the attempt to express the qualification in the words of the will by making an addition to them without otherwise altering the words themselves. The natural course is to alter "leaving" to "having had," and then the "not" is not required. The will, as pointed out above, is construed as though it ran "without having had a child who has attained a vested interest."

THE JUDGMENT of Lord ALVERSTONE, C.J., in *Ogdens (Limited)* v. *Nelson* (51 W. R. 696), contains an interesting discussion of the circumstances under which, where parties have entered into a business arrangement extending over a lengthened period, the court will imply a stipulation that neither party shall alter his business within that period so as to prevent the arrangement from being carried out. In March, 1902, the plaintiffs entered into an agreement with the defendants whereby they were to allow to the defendants a certain share of the profits made by the plaintiffs on goods sold for them by the defendants. In September of the same year the plaintiffs sold their undertaking to another company and so put it out of their power to carry out the agreement. They had a claim against the defendants for the price of goods sold to them, and in an action brought to recover this price the defendants counterclaimed for damages for breach of the agreement. The rule as to the implication of stipulations was enunciated by BOWEN, L.J., in *Moorcock* (14 P. D. 64), in a passage quoted by Lord ESHER, M.R., in *Hamlyn & Co.* v. *Wood & Co.* (1891, 2 Q. B., p. 491): "The implication which the law draws from what must obviously have been the intention of the parties, the law draws with the object of giving efficacy to the transaction, and preventing such a failure of consideration as cannot have been within the contemplation of either side." It was contended in *Ogdens (Limited)* v. *Nelson* that the principle only applied in cases where the consideration on the one side was wholly performed either by the passing of property or by the payment of money. But to this Lord ALVERSTONE did not accede. There is no such limitation on the general rule, and in each case the terms of the contract and its object must be considered in order to ascertain whether the conduct complained of does destroy the object of the contract or prevent the performance of its manifest intention. In the present case he held that this test was satisfied. Effect could only be given to the arrangement between the parties upon the assumption that the plaintiffs continued to carry on business at least for a period of four years. There was consequently an implied stipulation that they would so continue it, and the sale of the business was a breach of contract for which the defendants were entitled on their counterclaim to recover damages.

Damages in Lieu of Injunction.

IT IS one of the curiosities of the statute book that the jurisdiction to award damages in lieu of an injunction should depend on a statute which is repealed, but the effect of which in this respect is, as it were casually, kept in force by a section of the repealing Act. By section 2 of the Chancery Amendment Act, 1858 (21 & 22 Vict. c. 27), commonly known as Lord Cairns' Act, it was enacted that in all cases in which the Court of Chancery had jurisdiction to entertain an application for an injunction against a breach of any contract, or against the commission or continuance of any wrongful act, or for specific performance of any contract, it should be lawful for the court, if it should think fit, to award damages to the party injured, either in addition to or in substitution for such injunction or specific performance. The object of this provision was of course to enable the Court of Chancery to give in the same action by way of alternative relief a remedy which could otherwise only have been given in a court of common law, and it was suggested by BAGGALLAY, L.J., in *Sayers* v. *Collyer* (33 W. R. 91, 28 Ch. D. 103) that since the Judicature Acts the same jurisdiction is inherent in the High Court. "Since the Judicature Acts," he said, "each division of the court has full power apart from Lord Cairns' Act, to give either an injunction or damages." Nevertheless it is the custom to rely on the Act, and to avoid the difficulty that it has been repealed by the Statute Law Revision Act, 1883 (46 & 47 Vict. c. 49), by referring to section 5 of the latter Act, which provides that the repeal thereby effected shall not affect any jurisdiction established by any repealed enactment. Consequently the jurisdiction conferred by Lord Cairns' Act to give damages in lieu of an injunction is as much in force as though that Act has not been repealed: *Sayers* v. *Collyer* (*supra*).

But the jurisdiction raises the interesting question, dealt with by BUCKLEY, J., in the recent case of *Cooper* v. *Laidler* (51 W. R. 539; 1903, 2 Ch. 337), whether a defendant can purchase the right to do an unlawful act by payment of damages; in other words, whether a new form of the compulsory taking away of a man's rights on payment of compensation has been introduced

by this jurisdiction. When a wrong which can only be dealt with by a mandatory injunction has already been committed, it appears that the court may properly exercise the jurisdiction, and award damages to the plaintiff instead of making the defendant, possibly at great inconvenience and expense, undo the act complained of. And where the injunction asked for is to restrain a continuing nuisance, whereby damages have been at the date of the writ and still are being sustained, then there is jurisdiction to withhold the injunction and to confine the plaintiff's remedy to a pecuniary compensation (per A. L. SMITH, L.J., in *Shelfer* v. *City of London Electric Lighting Co.*, 1895, 1 Ch. 287, referred to by BUCKLEY, J., in *Cooper* v. *Laidler*). To some extent, of course, both these cases admit that a defendant may purchase immunity by payment of money, but they agree in this, that there has been a wrong already committed, and having regard to the actually existing state of facts, it may be that the ends of justice will thus be best attained. But where no wrongful act has yet been done, and where, consequently, no damage has been sustained, but an injury is merely threatened, the courts have been reluctant to allow a defendant to take advantage of the jurisdiction and save himself from an injunction by submitting to pay damages.

The question was dealt with by BOWEN, L.J., in *Dreyfus* v. *Peruvian Guano Co.* (43 Ch. D., p. 333), in a passage touched with the humour with which his judgments were enlivened. "I speak," he said, "with perfect consciousness that I am only a proselyte at the gate in matters of equity, and what I have learned about it has been learned from wiser people than myself who sit with me, but I am still giving my opinion as I am entitled and bound to do." And the learned judge pointed out that, whatever might be the apparent import of Lord Cairns' Act, its effect must be in practice limited to cases where damages had actually been sustained. "It is true," he said, "that the section applies in all cases in which the Court of Chancery has jurisdiction to entertain an application for an injunction, but the only weapon with which the court is armed by virtue of the section is to award damages to a party injured, which must, I think, mean damages where damages have arisen, and in a case where no damages have arisen in the ordinary sense of the term as known to lawyers, I am of opinion the court has no power to give damages." On the other hand, this view has not invariably been acted on, and in *Holland* v. *Worley* (26 Ch. D. 578) PEARSON, J., followed the literal wording of Lord Cairns' Act, and held that damages might be awarded in lieu of an injunction, although the injury was merely threatened, if on the balance of convenience this seemed to be the proper course. And in *Martin* v. *Price* (1894, 1 Ch. 276) LINDLEY, L.J., in delivering the judgment of the Court of Appeal, treated the point as still undecided: "The question whether the court has jurisdiction to award damages by way of compensation for an injury not yet committed, but only threatened and intended, is by no means free from difficulty. . . . The question is one of very great importance; but we do not think it right to keep the parties waiting while we make up our minds upon it." Under the circumstances it was held that the plaintiff was entitled to an injunction against a threatened injury, even though there was jurisdiction to award damages instead. It may be noted that the same learned judge in *Shelfer* v *City of London Electric Lighting Co.* (*supra*) spoke strongly of the care which the court ought to exercise in substituting damages for an injunction: "Ever since Lord Cairns' Act was passed the Court of Chancery has repudiated the notion that the Legislature intended to turn that court into a tribunal for legalizing wrongful acts; or, in other words, the court has always protested against the notion that it ought to allow a wrong to continue simply because the wrongdoer is able and willing to pay for the injury he may inflict. . . . Expropriation, even for a money consideration, is only justifiable when Parliament has sanctioned it."

In this state of the authorities BUCKLEY, J., had to deal with the question in *Cooper* v. *Laidler* (*supra*), and he came to the conclusion that there was no jurisdiction to award damages in lieu of an injunction when the injury was only threatened. The plaintiffs were respectively the owner and the tenant of a cottage at Newcastle-upon-Tyne, and they alleged that certain windows in the cottage were ancient lights. The defendant was the owner of adjoining premises, and he proposed to erect thereon buildings which, according to the plaintiffs' contention, would seriously diminish the amount of light coming to their windows. The action was brought to restrain the defendant from building in this manner. BUCKLEY, J., held, upon the evidence, that the plaintiffs' windows were ancient lights, and that they would be substantially interfered with by the defendant's proposed building. It was alleged that the cottage as such was worth only £700, but it appeared that when the defendant's immediate predecessor in title contemplated building, he offered the plaintiff freeholder £5,000 for the property, and that the offer was refused. The defendant contended that the plaintiff was using his rights as a means of extortion, and that the court ought, in the exercise of its discretionary jurisdiction, to decline to grant an injunction, and to award to the plaintiff instead such reasonable damages as would be a compensation to him for the interference with his rights. But, as already intimated, BUCKLEY, J., held that he had no such jurisdiction, and he also held that, if he had, the case was not one which would call for its exercise. He pointed out that the plaintiff's easement of light was a legal right, and observed that the court had affirmed over and over again that the jurisdiction to give damages, where it existed, was not so to be used as in fact to enable the defendant to purchase from the plaintiff against his will his legal right to the easement. And he repudiated also the idea that there was any extortion:—"It is not extortion to ask a price which a property for exceptional reasons in fact commands. If a neighbouring owner for the improvement of his property requires an adjacent property, he must submit to pay a fancy price if he is determined to acquire it. The value of the adjacent property is in fact the greater by reason of that state of things." In short, the court cannot, nor if it could, would it, compel a plaintiff to give up for a pecuniary consideration a right which is only threatened; if, on the other hand, the right has been already infringed, there is jurisdiction to substitute damages for an injunction, but it is a jurisdiction which is very sparingly exercised.

Correspondence.

Copyright Act, 1902.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Referring to the case of *Re Francis* (*No.* 2) (51 W. R. 698), one reads, with a feeling of satisfaction, the strong protest made indirectly by the Lord Chief Justice against the manner in which the above Act was drawn.

One could not help being struck with the fact, at the time the Act was made law, that it was rushed through Parliament with such haste as is inconsistent with a measure affecting the liberty of the subject, the consequence being that, instead of protecting the owners of copyright, as was intended, they are left in almost the same position as before.

As the Lord Chief Justice said, the Act had been drawn without reference to the established principles of criminal law. Again, he stated that he desired to express a hope that if a new Bill was introduced for the purpose of protecting the owners of musical copyright that the Bill would be drawn by someone who had at least a knowledge of the elementary elements of criminal law. Let us hope so.

But the question one would ask is: Who was responsible for the drafting of the above Act? When this question has been answered we shall know who is to blame for the waste of public time and money, not to mention his incapacity so far as criminal law is concerned.

Brighouse, Yorkshire, Sept. 4. GEORGE JESSOP.

The County Courts Act, 1903.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Section 4 of the County Courts Act, 1903, provides as follows: "Section 102 of the County Courts Act, 1888, shall be read as if the words 'eight' were substituted for the word 'five.'"

The word 'five' occurs twice in section 102 of the County Courts Act, 1888, which provides:

1. That a person summoned to attend as a juror shall in default of attendance forfeit such sum of money as the judge shall direct not being more than five pounds for each default; and

2. Whenever there are any jury trials, five jurymen shall be impanelled and sworn.

Is the word "five" to be read "eight" in both cases, or is this another instance of the lax manner in which Acts of Parliament are drafted? HICKSON & MOIR.

Sept 4.

Registration of Leasehold Title

[*To the Editor of the Solicitors' Journal.*]

Sir,—With reference to our previous letter and your remarks in this week's issue, we used the word "surrender" inadvertently for "reassignment," and the reference to the exception in Brickdale, p. 312, should have been *j*, not *h*. The term being a long one at a nominal ground-rent, it is proposed that the mortgage should be by assignment and not by sub-demise. The suggestion is that as the mortgagor has not the legal estate an assignment subject to the mortgage is an assignment of an equitable interest only which does not require registration under the Act.

56, Ludgate-hill, Sept. 2. STOREY, COWLAND, & HILL.

[In our former note we were misled by the use of the word "surrender." As far as we can see, the plan suggested obviates the necessity for registration, though it may be a question whether the remedy is not worse than the disease.—ED. *S.J.*]

The Phrase "Without Leaving Children."

[*To the Editor of the Solicitors' Journal.*]

Sir,—In the case of *Re Cobbold, Cobbold* v. *Lawton* (1903, 2 Ch., p. 304) Lord Justice Romer is reported to have said as follows: "If you have a gift by will to A. for life, and after A.'s death to his children in terms which would give them an absolute interest in A.'s lifetime, and then you have a gift over simply in these terms, 'if A. dies without leaving children,' you are to construe the expression 'leaving' so as not to destroy any prior vested interest. In other words, you construe it as meaning '*without leaving a child who has not attained a vested interest.*'"

It appears to me that there is some mistake in the last sentence, and in particular that the word "not" is wrong, though even without the word "not" the sentence would not express what I presume is intended. I observe, however, that the head-note gives the same sentence with the word "not" in it, and I have some recollection of seeing it so reported in one of the weekly law papers.

I should be glad of your opinion as to whether or not the report is correct as it stands. W. H. W.

London, Sept. 8.

[See observations under "Current Topics."—ED. *S.J.*]

New Orders, &c.

High Court of Justice.

LONG VACATION, 1903.

Notice.

During the Vacation until further notice, all applications "which may require to be immediately or promptly heard," are to be made to he judges who for the time being shall act as Vacation Judges.

COURT BUSINESS.—Mr. Justice Bucknill, one of the Vacation Judges, will, until further notice, sit in King's Bench Court IX., Royal Courts of Justice, at 11 a.m on Wednesday in every week, commencing on Wednesday, the 16th of September, for the purpose of hearing such applications of the above nature as, according to the practice in the Chancery Division, are usually heard in court No case will be placed in the judge's paper unless leave has been previously obtained, or a certificate of counsel that the case requires to be immediately or promptly heard, and stating concisely the reasons, is left with the papers.

The necessary papers, relating to every application made to the Vacation Judges (see notice below as to judges' papers), are to be left with the cause clerk in attendance, Chancery Registrars' Office, Room 136, Royal Courts of Justice, before one o'clock on the Monday previous to the day on which the application is intended to be made. When the cause clerk is not in attendance, they may be left at Room 136, under cover, addressed to him, and marked outside Chancery Vacation Papers, or they may be sent by post, but in either case so as to be received by the time aforesaid.

URGENT MATTERS WHEN JUDGE NOT PRESENT IN COURT OR CHAMBERS.—Application may be made, *in any case of urgency*, to the judge, personally (if necessary), or by post or rail, prepaid, accompanied by the brief of counsel, office copies of the affidavits in support of the application, and also by a minute, on a separate sheet of paper signed by counsel, of the order he may consider the applicant entitled to, and also an envelope, sufficiently stamped, capable of receiving the papers, addressed as follows:—"Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Office, Royal Courts of Justice, London, W.C."

On applications for injunctions, in addition to the above, a copy of the writ, and a certificate of writ issued, must also be sent.

The papers sent to the judge will be returned to the registrar.

The address of the judge for the time being acting as Vacation Judge can be obtained on application at Room 136, Royal Courts of Justice.

CHANCERY CHAMBER BUSINESS.—The chambers of Justices Farwell and Swinfen Eady will be open for Vacation business on Tuesday, Wednesday, Thursday, and Friday in every week, from 10 to 2 o'clock.

KING'S BENCH CHAMBER BUSINESS.—Mr. Justice Bucknill will, until further notice, sit for the disposal of King's Bench business in Judges' Chambers on Tuesday and Thursday in every week, commencing on Tuesday, the 15th of September.

PROBATE AND DIVORCE.—Summonses will be heard by the registrar, at the Principal Probate Registry, Somerset House, every day during the vacation at 11.30. Motions will be heard by the registrar on Wednesdays, the 16th and the 30th of September, and the 14th of October, at 12.30. In matters that cannot be dealt with by a registrar, application may be made to the Vacation Judge by motion or summons.

Decrees *nisi* will be made absolute by the Vacation Judge on Wednesdays, the 30th of September, and the 14th of October.

A summons (whether before judge or registrar) must be entered at the registry, and case and papers for motion (whether before judge or registrar) and papers for making decrees absolute must be filed at the registry before 2 o'clock on the preceding Friday.

JUDGES' PAPERS FOR USE IN COURT.—Chancery Division.—The following papers for the Vacation Judge are required to be left with the cause clerk in attendance at the Chancery Registrars' Office, Room 136, Courts of Justice, on or before 1 o'clock on the Monday previous to the day on which the application to the judge is intended to be made:—

1. Counsel's certificate of urgency, or note of special leave granted by the judge.
2. Two copies of writ and two copies of pleadings (if any), and any other documents shewing the nature of the application.
3. Two copies of notice of motion.
4. Office copy affidavits in support, and also affidavits in answer (if any).

N.B.—Solicitors are requested when the application has been disposed of, to apply at once to the judge's clerk in court for the return of their papers.

Cases of the Week.

Before the Vacation Judge.

Re **THE COMPANIES ACTS, 1862 TO 1880, AND** *Re* **AUSTER (LIM.).**

9th Sept.

COMPANY LAW—RESTORATION OF NAME OF COMPANY TO REGISTER—COMPANIES ACT, 1880 (43 VICT. c. 19), s. 7.

This was a petition of Auster (Limited), whose registered office is the Crown Works, Barford-street, Birmingham, and of Alfred Auster and Arthur Collins Auster, coach and axle manufacturers, members of the company, that it might be ordered that the name of the company be restored to the Register of Joint Stock Companies in England, and that the company and all persons be placed in the same position as if the name of the company had never been struck off the register, and that the Registrar of Joint Stock Companies might be directed to advertise in his official name in the *London Gazette* the order of the court to be made on this petition. In support of the petition it was said that the company was incorporated in 1897, and had continuously carried on its business. On or about the 16th of November, 1902, the Registrar of Joint Stock Companies in England, pursuant to section 7 of the Companies Act, 1880, struck the name of the company off the register of companies kept by him, in accordance with the Companies Act, 1862, and notice thereof was published by him in the *London Gazette* on the 18th of November, 1902. It was alleged by the Registrar of Joint Stock Companies that before striking off the company's name he duly sent the notices and otherwise complied with the provisions contained in clauses 1, 2, and 3 of section 7 of the Act; but, through the negligence of one of the company's clerks, the notices were not communicated to the directors, secretary, or members of the company, nor did they come to the knowledge of the company's directors until July last. The petition was presented under the Companies Act, 1880, s. 7, sub-section 5.

WALTON, J., made an order in the terms of the prayer of the petition, the petitioners undertaking to send in to the registrar the returns now in arrear and to pay the costs of the petition.—COUNSEL, *Draper; E. Hallam.* SOLICITORS, *Stibbard, Gibson, & Co., for Rowlands & Co.*, Birmingham; *Solicitor to the Board of Trade.*

[Reported by J. E. ALDOUS, Esq., Barrister-at-Law.]

Trade Union Law.

THE following is a summary, condensed from the *Times* report, of the discussion at the Trade Union Congress at Leicester, on Wednesday, of the changes in the law rendered desirable in the interests of trade unionists by the *Taff Vale Railway case*.

Mr. B. Cooper, London (Cigar Makers' Mutual Association), moved: "That having regard to the danger to trade union funds involved in any recognition of civil liability, and further seeing that immunity from claims for damages would carry with it no advantage that is not enjoyed by employers' associations, this congress is of opinion that the legal decision recently given against trade unions is not in accord with the intention of Parliament when the Trade Union Acts of 1871 and 1876 were passed, and hereby instructs the Parliamentary Committee to draft Bills to be submitted to Parliament which will definitely secure the immunity of trade union funds against being sued for damages, and thus obtain for trade unions that protection which Members of Parliament, legal authorities, and trade unionists believed existed prior to the Taff Vale judgment. Further, that the Parliamentary Committee be requested to circularize all Parliamentary candidates upon the final policy of this congress relating to this question, and inform trade unionists which candidates to support in all elections." Mr. Cooper thought it had been established beyond doubt that on the introduction of the Trade Union Act of 1871 a statement was made on behalf of the Government of the day shewing that the intention was to protect trade unions against the liability they were now protesting against He regretted to see a disposition on the part of some of the delegates to accept to some extent the doctrine of civil liability. No interruption of the industrial development of the country could be pleaded as a justification of the policy of restricting the power of trade organizations, and it would be unwise to assent to any such restriction. Trade union officials who acted illegally could be held reponsible individually, and this was a sufficient protection to the community. The power of attacking trade union funds was an unjust discrimination between the federations of the employed and those of the employers, the latter having no necessity for accumulated funds.

Mr. Bell, Newcastle (National Amalgamated Union of Labour), seconded the motion.

Mr. Wignall, Swansea (Dock, &c., Workers), moved an amendment: "That this congress endorses the principle of the Disputes Bill laid before Parliament last session, and, further, that in all future Bills presented to Parliament the constitutional sanction of the rules shall be deemed the only authority for the union funds to be liable under the rules. It also requests the Parliamentary Committee to circularize all Parliamentary candidates upon the final policy of this congress relating to this question, and inform trade unionists which candidates to support in all elections." He maintained that, whatever party was in power, they would never get a return to the position they held before the Taff Vale decision. By the amendment they indicated the extent to which they could accept liability, and said that their rules should be the constitutional sanction of their action. He was certain there was a dead set against their returning to their old position, and if they could not get all they wanted they should get the best they could under the circumstances. They did not want to do anything outside the law or outside their own constitution, but they wanted the same rules of law for the employers and themselves.

Mr. Ward, London (Navvies), seconded the amendment, but not like the mover, as a way of making the best of a bad job. He thought the amendment the only sensible and scientific solution of the problem confronting them. The judges had swept entirely aside what they had thought to be the industrial position. It would take many congresses to recover that position, and even if it were possible he did not think it was desirable. They could only claim rights on condition of recognizing duties to the community.

Mr. McInnes, Belfast (National Amalgamated Union of Labour), objected to the amendment, because the rules to which it referred would have to be framed by lawyers and interpreted by judges, and they would squander their whole funds among lawyers instead of saving them.

Mr. A. Wilkie, Newcastle (Associated Shipwrights), said the very right to be a trade unionist was at stake. They ought to object to any interference in their internal affairs. They wanted the right to use their own funds, collected in their own way, for the purposes their own members might decide, and he denied that they wanted anything outside the law. He supported the resolution.

Mr. R. Bell M.P. (Amalgamated Society of Railway Servants), supported the amendment, which was to some extent on the lines of the Bill of last session. The Labour members had used the best arguments they could find, and were supplied with by trade unionists, in favour of that Bill. He failed to see how they could meet their opponents in the House with an argument for being placed in a position different and apart from all others under the civil law. Having argued that employers should be responsible for all accidents to workmen, no matter by whom or how they were caused, they were now, on the other hand, asking that whatever act might be committed, intentionally or deliberately, under the rules of an organization, by its executive government or by an official organization, they should not be responsible for any action thus committed. He thought that illogical. In the Taff Vale case the rules were defied; the rules were violated; and if the executive had adhered to the rules there would have been no Taff Vale judgment. (Cheers.)

Mr. W. Whitefield, Bristol (Miners' Federation), put to the counsel for the Parliamentary Committee the case of a few men refusing to join a trade union. A trade union leader then said to the unionists that everything had been done by moral suasion that could be done to influence these fellow-workmen without success, and therefore he advised the men to give legal notice to terminate their contracts. Would the men be justified in acting on that advice if they had no complaint against the employer but were simply desirous to do what was in the interests of their own union? He had been advised that they could, so long as they had no intention of injuring the men.

Mr. E. Brown (standing counsel to the Parliamentary Committee) said he had been asked a question which had puzzled the greatest legal men of the century; but he might conveniently lay down a few points which would, to some extent, guide the delegates. It was perfectly legal for any body of men to refuse to work with any other body of men, but it was perfectly illegal to refuse to work without giving their notice in and working out their contract. A strike was in itself a perfectly legal thing, but the means by which a strike was brought about might be perfectly illegal. What they had to decide on this momentous occasion was whether they would take up the ante-Taff Vale position or the position suggested by the amendment; that was a question of policy which it was not for him to decide; it was for them to say whether they could get the House of Commons to restore them to the position they thought they were in before the Taff Vale decision. He had said "the position they thought they were in"; he went further, and said, the position he thought they were in, the position the judges of the land thought they were in, the position that the Court of Appeal thought they were in, but the position that the House of Lords had decided they were not in. It was for them to say whether or not they could succeed in getting the House of Commons, and subsequently the House of Lords, to restore the position they thought they were in. If they were to decide for the resolution the clause in the Bill of last year would stand thus: "An action shall not be brought against a trade union or other association aforesaid for the recovery of damage sustained by any person or persons by reason of the action of a member or members of such trade union or other associations or persons aforesaid. . . ." If the clause ended there, that would be the ante-Taff Vale position. When Sir Robert Reid and he drew that clause, they purposely drew it so that it should be capable of representing either the ante-Taff Vale position or the position which the amendment suggested should be taken now. The clause therefore continued: "Unless it be proved that such member or members of such trade union or other association aforesaid acted with the directly expressed sanction and authority of the rules of such trade union." If they took in that portion of the clause they would have the position defined in the amendment. They would be accepting the law as laid down by the House of Lords so far as it had been laid down, but they would be making the responsibility of any illegality which took place in connection with the union dependent upon the rules of the society. If they framed their rules as they ought to be framed, and they were properly applied, they would have the position which the third clause of the Trades Dispute Bill contemplated.

Mr. Clynes, Oldham (National Gasworkers and General Labourers), asked whether, if called to account for any act, it would be a sufficient defence to say that authority for that act was to be found in their rules.

Mr. Brown: It would be a defence, but whether it would be a successful defence is another question. If this Bill had been law when Mr. Bell's union got into trouble by its executive authority breaking the law, I doubt very much whether there would be a Taff Vale question to be decided to-day.

Mr. T. Hickley, Leicester (Operative Bricklayers): Is it possible to draft any rules capable of only one interpretation by lawyers and judges?

Mr. Brown: The English language is so prolific and the ingenuity of lawyers and trade unionists so great that they could twist that language to mean something that it was not intended to mean.

Mr. Shackelton, M.P. (Northern Counties' Weavers), wanted something done within the next year or so. He feared the Taff Vale decision had somewhat overclouded other points. He was of opinion that, if they could get the position of picketing accurately and clearly defined, and the question of conspiracy fairly and honestly stated, as between employers and themselves, there would be little necessity for Taff Vale decisions. There had been serious inroads on their position in these respects. It was because the judges had decided narrowly on those points that it was difficult to conduct a strike within the four corners of the law. When these points were dealt with they should be submitted in a separate Bill and not mixed up with the question of trade union liability. He and other Labour members felt it would be a serious mistake to deal with the three questions together. He could neither support the resolution nor the amendment. The amendment could not be defended either in the House of Commons or out of it. They could not seriously propose to make their rules so that while they conformed to the law their executive authority might break it and the union escape responsibility. That was the interpretation their opponents would put upon the amendment. The latter part of the resolution he approved.

After further discussion, a division was taken on the amendment, for which only twenty-eight voted, while 276 voted against it.

On the resolution the numbers were, by show of hands, 284 for, five against.

An appeal being made for absolute unanimity, a show of hands was again asked, with the result that the resolution was passed without dissent, and amid loud cheering.

We are informed, says the *Times*, by the National Passive Resistance Committee that they are supporting test cases with regard to the following points: As to "whether overseers can be compelled to take part payment; refusal of distraining officer to take part payment; excessive distress and excessive costs; unreasonable time in possession," &c. The committee hope that some of these will come up for decision in a short time, which is most desirable, in view of the large number of summonses and sales to be heard and effected in the very near future (more than 2,000 of the warrants already granted having yet to be distrained on).

Law Societies.

The Law Society.

We may take the opportunity of reminding our readers that the new scheme of legal education inaugurated by the Law Society will commence actual work on Tuesday next (15th) with a course by the Principal on Real and Personal Property and Conveyancing for the Final Examination.

The other courses for the term will also commence during the week, by the end of which the scheme will be in full operation.

A prospectus can be obtained at the society's hall, and intending students, if they have not already done so, should enter their names at once with the secretary.

Members of the society, who may desire to do so, are entitled to attend the lectures free of charge.

One of the features of the scheme will be the provision of a full printed syllabus of each course.

Obituary.

Mr. Walter Overbury.

The death occurred, somewhat unexpectedly, on Wednesday, the 2nd inst., of Mr. Walter Overbury, of the firm of Overbury & Steward, solicitors, of Norwich, in his 65th year. In Mr. Overbury's immediate circle it was well-known that he had lately been ill, but there was no reason to suppose that his end was so near at hand. Mr. Overbury was the son of a London solicitor, who lived at Tooting. His first acquaintance with the Norwich district was derived from a stay which he made as a pupil in the house of the Rev. George King, of Worstead; and it was during this time that he became acquainted with the lady who subsequently became his wife, a daughter of the late Mr. Edward Steward, who was then carrying on business in King-street, Norwich. Having qualified in London in 1863, he went to Norwich, and entered into partnership with his father-in-law. When this was dissolved by the death of the senior partner, Mr. Overbury joined Mr. Wilson Gilbert in practice, and on that alliance being severed he took into partnership Mr Campbell Steward, his brother-in-law. Mr Overbury at one time took an interest in the municipal life of the city, and for a short period sat as a representative of the old First Ward. Both the Shrievalty and the Mayoralty were offered him in later years, but these he declined on the ground of health. Last year, however, he fulfilled the duties of Under-Sheriff. For many years Mr. Overbury was proctor and registrar of the Norwich Archdeaconry. Of his private interests one of the chief was music, and for a time he was secretary to the Norfolk and Norwich Festival. For many years he continued to serve on the General Committee. In the management of the Clergy Widows' Society he was prominently concerned, and he recognised the claims of various charities. Mrs. Overbury survives him, and he leaves three daughters.

Legal News.

Changes in Partnerships.

Dissolutions.

MATTHEW HARRISON and EDMUND BARKER, solicitors (Harrison & Barker), 11, Church-street, West Hartlepool, and 26, Town-wall, Hartlepool. Oct. 15, 1900. The said Matthew Harrison, having taken into partnership his son Mr. William Robinson Harrison, will in future practise at 11, Church-street, West Hartlepool, and 26, Town-wall, Hartlepool, under the style of Harrison & Son; and the said Edmund Barker, who is taking into partnership with him Mr. Horace Malcolm Maclean, of West Hartlepool aforesaid, will practise with him under the style or firm of Barker & Maclean at 68, Church-street, West Hartlepool aforesaid.

[*Gazette*, Sept. 8.

General.

It is announced that the First Lord of the Treasury has selected Mr. Nathaniel J. Highmore, assistant-solicitor to the Board of Inland Revenue, for the appointment of solicitor to the Board of Customs, vacant by the retirement of Sir Charles J. Tollett, C.B.

The boating accident, says the *Globe*, that befell Mr. Justice Channell in Falmouth Harbour has served to recall his prowess as a Cambridge oar. He won the Colquhoun Sculls in 1860, and rowed in the Trinity boat that won both the Grand and the Ladies' Plate at Henley in 1861. All his vacations are spent in yachting, his usual headquarters being Dartmouth, the picturesque little town from which the Channells first sprang into eminence. Unlike Mr. Justice Bruce, another judge whose leisure is devoted to yachting, Mr. Justice Channell has never turned his nautical skill to professional account. During the thirty-four years he practised at the bar he did not appear in the Admiralty Court more than half-a-dozen times.

Apropos of Lord Halsbury's seventy-eighth birthday, says the *Globe*, a contemporary has recalled one of the best stories of his forensic days, and omitted its finishing touch. While leader of the South Wales Circuit, the future Lord Chancellor fought very strenuously a case on behalf of a Welsh public authority, and created some amusement by the ardent manner in which he identified himself with the interests of the locality. "Come, come," interrupted the judge, good-naturedly, "you must not argue too much in that strain. You cannot make yourself out to be a Welshman, you know." "Perhaps not," returned Mr. Giffard, "but I have made a good deal out of Welshmen in my time." The finishing touch of the anecdote is the judge's retort, "You claim, then, to be a Welshman by extraction?"

Mr. Justice Channell has written the following letter to the *Times* with reference to his recent accident while yachting: "Sir,—The newspaper reports of my 'narrow escape from drowning' have brought me so many kind letters and telegrams that I cannot well answer them all, and I should be obliged if you would allow me through your columns to thank the writers, to apologize for not answering them all individually, and to say that I am none the worse for my wetting. The danger of my being drowned has been somewhat exaggerated, and statements have been made in some accounts which I have seen which are not correct; but I take this opportunity of expressing my cordial concurrence with the remarks on Press comments on comparatively private matters which appeared in the *Times* leading article on the 3rd inst., and I think that the fact of somewhat unnecessary prominence having been given to my mishap by sensational headings and the contents bills of some newspapers hardly justifies me in occupying your space by giving a full account of what did happen. I should like, however, to disclaim having made the statement attributed to me in one account that I could easily have righted my boat without assistance—for that appears to undervalue the assistance which I did want, and which was effectively given to me by the crew of *The Victoria* - and also to say that the occupant of the canoe, who was one of my sons, was not afraid to give assistance, but when he paddled up to us in front of the approaching steamer accurately gauged the situation by inquiring whether the water was cold, and proceeding to collect the floating articles from our capsized boat.—Your obedient servant, Arthur M. Channell, Kerris Vean, Falmouth, 6th Sept."

On Tuesday, says the *Times*, the September sessions for the jurisdiction of the Central Criminal Court were opened at the Sessions House in the Old Bailey, before the Lord Mayor, the Recorder, the Common Serjeant, the sheriffs, and a number of aldermen. The calendar contains the names of 175 persons under committal for trial, and the offences alleged against them are thus summarized: Murder, 5; manslaughter, 2; abduction, 3; abominable crime, 1; abusing girls, 8; fraudulent agents, 5; arson, 2; fraudulent bankruptcy, 4; bigamy, 8; burglary, 11; church breaking, 2; uttering counterfeit coin, 2; concealment of birth, 1; conspiracy, 9; embezzlement, 1; forgery, 12; fraud, 7; house-breaking, 14; larceny, 21; letter-stealing, 4; misdemeanour, 18; attempting murder, 2; rape, 9; receiving stolen goods, 8; robbery with violence, 7; and wounding, 9. The Recorder, in charging the grand jury, said the calendar was of a very heavy description. Owing to the long interval between the July and September sessions, the prisoners for trial at this period were always numerous, but only in one instance in recent years had so many prisoners been returned for trial as at these sessions. In the course of his reference to the more important cases going before the grand jury, the Recorder mentioned the charge of stealing and receiving official stamps, preferred against Walter John Richards and others, describing the case as one of a peculiar character. There were a great variety of charges, and the ingenity of the Crown appeared to have been exhausted in manufacturing charges against the accused, but all of the alleged offences arose out of the same circumstances. The case was one which would occupy a long time in trying, whoever might be the unfortunate judge who heard the case. He advised the grand jury to find a true bill against all the accused. The grand jury then retired to the discharge of their duties.

On Wednesday, says the *Times*, at Fulham, Mr. Frederic Mackarness delivered a judgment on a point raised on Tuesday by Mr. Allgood (Liberal agent). He said the point raised was whether a large number of objections made by Mr. Graham, a leading Conservative in the borough, to the overseers' lists of occupiers for the borough of Fulham were on the face of them invalid. It was argued by Mr. Allgood, on behalf of the persons objected to by Mr. Graham, that the objections were all invalid on the ground that Mr. Graham was not a person qualified by law to make an objection. The right to object was given by section 17 of the Registration Act of 1843 to "every person whose name shall have been inserted in any list of voters for any city or borough." The question was whether the expression "list of voters" in this section included the existing register of voters for the borough or was limited to the lists laid by the overseers before the revising barrister for the purpose of forming the new register. Mr. Graham was a voter on the existing register, but his name did not appear on the overseers' lists now laid before him. If, therefore, the Act required the objecter's name to appear on one of those lists, all the objections signed by Mr. Graham were bad. He had come to the conclusion that the Act did require this, and that Mr. Graham's objections were therefore invalid. Throughout this Act there was a clear distinction drawn between the "register" and the "lists of voters," the latter expression being used with reference to the lists drawn up by the overseers for the purpose of revision by the revising barrister, and the former meaning those lists as finally completed by the additions and omissions sanctioned by the barrister. Not only was this so, but a distinction was made in the Act between the qualification required for objectors in a county and those in a borough. For by section 7 of the Act an objection to a person upon a list of voters for a county might be any one "who shall be upon the register for the time being of the county." But they were now dealing with objections made in a borough, and he had no doubt, therefore, that Mr. Allgood's contention was good in law, and that Mr. Graham's objections must be all disallowed.

An important fishery prosecution, says the *Times*, took place at Lydney, Gloucestershire, on the 9th inst., when thirteen local fishermen were summoned at the instance of the Severn Board of Conservators for fishing for salmon in the close season, which had been extended this year by a fortnight. For the defence the validity of the board's new bye-law was challenged. Mr. G. W. Hobson, of Droitwich, prosecuted on behalf of the board, and stated that originally the restrictions as to the times of fishing for salmon were fixed by section 17 of the Salmon Fishery Act, 1861, under which the close time was between the 1st of September and the 1st of February, both inclusive, except for rod and line fishing. Under the Act of 1873 power was given to the conservators to modify or alter the annual close time, and they had done so by means of the following bye-law: "The annual close time as to the whole of the Severn fishery district for all modes of salmon fishing except with rod and line shall commence on the 16th day of August in each year and terminate on the 1st day of February following, both inclusive." This bye-law had been duly confirmed by the Board of Trade; and it was contended for the prosecution that every formality had been complied with both in regard to advertising the notice of the pending confirmation and in the delivery of copies of the bye-law after confirmation to every licensed fisherman. For the defence Mr. Treasure, of Gloucester, questioned the sufficiency of the notice and denied delivery of the notice to the defendant whose case was first heard by the bench, and contended that the requirements of the Salmon Fishery Act of 1873 had not been complied with. Then the manner in which the bye-laws were brought into operation was calculated to inflict a great hardship on the owners of fisheries and particularly of the fishery in question. It was a private fishery in regard to which the right was conferred by Royal Charter 240 years ago to the predecessor in title of the owner of Lydney Park (Mr. Bathurst) to fix stopnets in that part of the Severn, and if the owner had notice of any intention to alter the bye-laws he would doubtless have been represented at any inquiry that might have taken place in reference thereto. The magistrates (Messrs. Seys and Elson) were divided in opinion on the point of law, and therefore the prosecution on the first case failed. The other summonses were adjourned for three weeks in the hope of there being a larger bench at the next court.

Mr. Ratcliffe Cousins, the deputy-magistrate at West Ham, had before him on Wednesday, says the *Times*, a list of thirty-one rate defaulters, the defendants being "passive resisters." Among them were the Rev. R. R. Clifford, the pastor of the Barking-road Tabernacle, Canning Town, and the president of the South West Ham Free Church Council; the Rev. H. F. Gower, of the Cann Hall Baptist Chapel; and Mr. John S. Farrer, a well-known temperance worker. The court was densely crowded. Mr. Ratcliffe Cousins agreed to hear Mr. Gower as the spokesman of the whole of the defendants. Mr. Gower said that, so far as he personally knew, each of the defendants had tendered the major portion of the rate, deducting only that part which they considered was to be set apart for sectarian purposes. Mr. Ratcliffe Cousins asked if all in court were prepared to tender a sum such as was described, and received a response of "Yes." Mr. Gower, resuming his speech, said the tender was the whole of the rate less 2d. in the pound, and the objection to pay that small proportion was that it was to be used for the endowment of sectarianism out of the rates. He wished to emphasize the fact that there were no politics in this movement, which rested on a profoundly religious ground. Each one of them would be prepared to say he would sooner stand in the police-court than sit by the side of the Bishops in the House of Lords. In reply to his worship, Mr. F. E. Harris (superintendent assistant overseer) said that, having regard to the fact that an application had been made to the High Court relative to a decision by Mr. R. A. Gillespie (the stipendiary magistrate for West Ham), the instruction of the overseers was that part payment of the rate could not be accepted. Mr. Ratcliffe Cousins.—My own opinion on the way the rate is levied is this, that an instalment may be accepted by the overseers at their discretion, and that instalment, if accepted, will be accepted, not as regards any particular item or items, but in part payment of every item of the rate. Therefore, a tender of the rate less 2d. in the pound, if accepted, I should hold was a payment tendered in respect of every item in the rate proportionately, whether for sewers, for police, or for education. If the overseers accepted the tender I should hold that a corresponding proportion was paid in relation to all these services. However, the overseers are not prepared to accept the tenders, and as the magistrate of this court has had an appeal made against his decision—his decision being that he would not grant a distress warrant for the balance, as there had been a tender in open court of a considerable part of the rate—and as I am only acting as his deputy, I intend to adjourn these cases pending the decision of the High Court upon this point. I wish the gentlemen who are taking up the position of tendering any part of the rate—with regard to the tender of the rate less 2d. in the pound—to understand that there is no possibility of making any specific difference of that kind. The rate is a whole, and any man who pays three-quarters of it is paying three-quarters of every item in the rate. That is clear law; and I will suggest that the more complete course for them to adopt is either to refuse to pay any of the rate or to pay the whole under protest, because any part payment can only be accepted as part payment of the whole of the items in the rate. The cases then stood adjourned *sine die*.

The Property Mart.

Sales of the Ensuing Week

REVERSIONS, LIFE INTEREST, ANNUITIES, LIFE POLICIES, AND SHARES.

Sept. 17.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2:—

REVERSIONS:
To £6,264 Consols; lady aged 62. Solicitors, Messrs. Bowen & Symes. Weymouth.
To One-fourth of a Fund, value £4,000; gentleman aged 75. Solicitors, Messrs. Freeman & Son, London
To One-fourth of Freehold and Leasehold Property, value £3,000; gentleman aged 53. Solicitors, Messrs. Peters & Bolton, London.

REVERSIONARY LIFE INTEREST of a lady, aged 28, on decease of a gentleman aged 53, in a sum of £23,650. Also Reversionary Life Interest of same lady, on decease of two lives, aged 53 and 47, in a Trust Fund, producing £580 per annum. Solicitor, C. F. Appleton, Esq., London.

ANNUITY of £36 10s., payable by a provincial Corporation during life of a gentleman aged 48. Solicitor, Frederick Stone, Esq., Derby.

REVERSIONARY ANNUITY of £80; lady aged 68. Solicitor, F. B. Winter, Esq., London.

LIFE POLICIES for £1,000 and £500. Solicitor, William Buttle, Esq., London.

1,000 ORDINARY SHARES of £1 each fully paid, in the Warwick Trading Co. (Ltd.). Solicitor, W. B. Priest, Esq., London.

(See advertisements, this week, back page.)

Winding-up Notices.

London Gazette.—FRIDAY, Sept. 4.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

COOPER BROS (BROMLEY), LIMITED, KENT—Creditors are required, on or before Oct 16, to send their names and addresses, and the particulars of their debts or claims, to Herbert A. Deed, 1, Gresham bldgs, Basinghall st

PATENT EXPLOITATION, LIMITED—Petn for winding up, presented Aug 6, directed to be heard at the Court House, Government bldgs, Victoria st, Liverpool, on Sept 18, at 10 o'clock. Batesons & Co, Castle st, Liverpool, agents for Wilson & Co, Copthall bldgs, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Sept 17

London Gazette.—TUESDAY, Sept. 8.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

JAFFA GOLD MINES, LIMITED (IN LIQUIDATION) Creditors are required, on or before Oct 20, to send their names and addresses, together with full particulars of their debts or claims, to Henry Hayes Hilton, 7, Lothbury

OLD EBENEZER NATIVE MINES, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Oct 20, to send their names and addresses, together with full particulars of their debts or claims, to Henry Hayes Hilton, 7, Lothbury

Bankruptcy Notices.

London Gazette.—FRIDAY, Sept. 4.

RECEIVING ORDERS.

ATTREE, AMELIA ANNIE, Belvedere, Erith, Kent, Dairy Farmer Rochester Pet Aug 31 Ord Aug 31

BARKER, GEORGE ELI GOODWIN, Wolstanton, Staffs, Commercial Traveller Hanley Pet Aug 31 Ord Aug 31

BENNETT, ARTHUR FREDERICK, Stroud, Licensed Victualler Gloucester Pet Aug 21 Ord Aug 31

BERRY, CHRISTOPHER, Hatton gdn, Jeweller High Court Pet Aug 7 Ord Aug 31

BOOTH, RICHARD, Stoneclough, Lancs, Butcher Bolton Pet Aug 31 Ord Aug 31

BURTON, SAMUEL EBENEZER, Woolwich, Contractor Greenwich Pet Aug 26 Ord Aug 26

BURWELL, WILLIAM, Ipswich, Engineer Ipswich Pet Aug 31 Ord Aug 31

CHAPMAN, FREDERICK JOHN, Peterborough, Hosier Peterborough Pet Sept 1 Ord Sept 1

COHEN, DAVID, Cheetham, Manchester, Glazier Manchester Pet Aug 31 Ord Aug 31

COOPER, SIDNEY, West Bromwich, Staffs, Fruiterer West Bromwich Pet Sept 1 Ord Sept 1

COWLEY, ANDREW, Chapter rd, Willesden gn, Cycle Maker High Court Pet Sept 2 Ord Sept 2

DAKIN, WILLIAM, Leicester, Carpenter Leicester Pet Aug 31 Ord Aug 31

DENHAM, JOHN HENRY ALBERT, Retford, Notts, Cycle Dealer Lincoln Pet Aug 31 Ord Aug 31

DUFFIELD, MARK, ALFRED JOHN DUFFIELD, and SIDNEY EDWIN DUFFIELD, Slough, Bucks, Manufacturing Ironmongers Windsor Pet Aug 29 Ord Aug 31

DUTTON, ALFRED, Portsmouth, Refreshment House Keeper Portsmouth Pet Aug 31 Ord Aug 31

GABITASS, GEORGE BRONDON, Conisborough, Yorks, Colliery Dataller Sheffield Pet Aug 31 Ord Aug 31

GIBBONS, JOHN WILLIAM, Sheffield Sheffield Pet Sept 2 Ord Sept 2

GOLLAND, WILLIAM, Leicester, Cake Merchant Leicester Pet Aug 20 Ord Aug 31

GRANT, HENRY JOSEPH, Richmond, Surrey, Licensed Victualler Wandsworth Pet Sept 1 Ord Sept 1

HOPKINS, PATRICK JOHN, Worcester, Furniture Dealer Worcester Pet Sept 2 Ord Sept 2

LEWIS, WILLIAM, Gendros, nr Swansea, Carpenter Swansea Pet Aug 31 Ord Aug 31

LILLEY, LEMUEL BENJAMIN, Wrexham, Publican Wrexham Pet Aug 31 Ord Aug 31

MILLAR, CHARLES HUME, Northampton, Leather Merchant Northampton Pet Sept 2 Ord Sept 2

OSTICK, JOHN, East Retford, Notts, Insurance Office Canvasser Lincoln Pet Sept 2 Ord Sept 2

PENNINGTON, JOHN THOMAS, Leeds, Iron Founder's Labourer Leeds Pet Sept 1 Ord Sept 1

READING, SAMUEL, Bloxwich, Staffs, Grocer Walsall Pet Aug 15 Ord Aug 31

REDMOND, WILLIAM EDWARD, Liverpool, Upholsterer Liverpool Pet Sept 1 Ord Sept 1

SHOPLIND, WILLIAM HENRY, Blaenavon, Mon, Carpenter Tredegar Pet Aug 31 Ord Aug 31

SUTTON, ALBERT, Foston, Derby, Farmer Burton on Trent Pet Sept 2 Ord Sept 2

WENDON, ALFRED, Newquay, Cornwall, Gas Works Foreman Truro Pet Sept 1 Ord Sept 1

WILLIAMS, GEORGE, Malvern Wells, Worcester, Painter Worcester Pet Sept 2 Ord Sept 2

RECEIVING ORDER RESCINDED.

BRADING, WILLIAM HENRY, Lower Thames st, Fish Salesman High Court Rec Ord June 9 Resc Aug 29

FIRST MEETINGS.

ATTREE, AMELIA ANNIE, Belvedere, Erith, Kent, Dairy Farmer Sept 14 at 11.30 115, High st, Rochester

BERRY, CHRISTOPHER, Hatton gdn, Jeweller Sept 14 at 12 Bankruptcy bldgs, Carey st

BOOTH, RICHARD, Stoneclough, Lancs, Butcher Sept 12 at 10.30 Off Rec, 19 Exchange st, Bolton

BURTON, SAMUEL EBENEZER, Woolwich, Contractor Sept 14 at 11.30 24, Railway app, London Bridge

BURWELL, WILLIAM, Ipswich, Engineer Sept 15 at 2 36, Princes st, Ipswich

COHEN, DAVID, Cheetham, Manchester, Glazier Sept 12 at 11 Off Rec, Byrom st, Manchester

CROSSKILL, WILLIAM, Norwich, Zinc Plate Worker Sept 14 at 3 Off Rec, 8, King st, Norwich

DAKIN, WILLIAM, Leicester, Carpenter Sept 14 at 3 Off Rec, 1, Berridge st, Leicester

DUTTON, ALFRED, Portsmouth, Refreshment house Keeper Sept 14 at 3 Off Rec, Cambridge june, High st, Portsmouth

GLANVILLE, JOHN, Mutley, Plymouth, Contractor Sept 15 at 11 6, Athenæum ter, Plymouth

GLOYN, JOHN E, Dunterton, nr Tavistock, Butcher Sept 16 at 11 9, Athenæum ter, Plymouth

GOLLAND, WILLIAM, Leicester, Corn Merchant Sept 14 at 12 Off Rec, 1, Berridge st, Leicester

GRIFFITH, ELIZABETH, Llanfairfechan, Carnarvon, Lodging house Keeper Sept 16 at 12 Crypt chmbs, Eastgate row, Chester

JONES, JOHN HENRY, Swansea, Grocer Sept 16 at 12 Off Rec, 31, Alexandra rd Swansea
MONTAGUE, ALFRED, and JOHN EDWIN FANCY, Upper Parkstone, Dorset, Builders Sept 15 at 12.30 Off Rec, Endless st, Salisbury
PECKET, WILLIAM, Filey, Yorks, Baker Sept 14 at 3.45 74, Newborough, Scarborough
PENNINGTON, JOHN THOMAS, Leeds, Iron Founder's Labourer Sept 14 at 11 Off Rec, 22, Park row, Leeds
PHILLIPS, WILLIAM, Weymouth, Boarding house Keeper Sept 15 at 1 Off Rec, Endless st, Salisbury
WENDON, ALFRED, Newquay, Cornwall, Gasworks Foreman Sep: 14 at 12 Off Rec, Boscawen st, Truro

ADJUDICATIONS.

ATTREE, AMELIA ANNIE, Belvedere, Erith, Kent, Dairy Farmer Rochester Pet Aug 31 Ord Aug 31
BARKER, GEORGE ELI GOODWIN, Wolstanton, Commercial Traveller Hanley Pet Aug 31 Ord Aug 31
BOOTH, RICHARD, Stoneclough, Lancs, Butcher Bolton Pet Aug 31 Ord Aug 31
BREWER, WILLIAM FRANCIS, Rodney st, Pentonville, Coach Builder High Court Pet Aug 21 Ord Aug 31
BURTON, SAMUEL EBENEZER, Woolwich, Contractor Greenwich Pet Aug 26 Ord Aug 26
BURWELL, WILLIAM, Ipswich, Engineer Ipswich Pet Aug 31 Ord Aug 31
CHAPMAN, FREDERICK JOHN, Peterborough, Hosier Peterborough Pet Sept 1 Ord Sept 1
COHEN, DAVID, Cheetham, Manchester, Glazier Manchester Pet Aug 31 Ord Aug 31
COWLEY, ANDREW, Willesden Green, Cycle Maker High Court Pet Sept 2 Ord Sept 2
COX, GEORGE HENRY, Gateshead, Saddler Newcastle on Tyne Pet Aug 19 Ord Aug 29
DAKIN, WILLIAM, Leicester, Carpenter Leicester Pet Aug 31 Ord Aug 31
DENMAN, JOHN HENRY ALBERT, Retford, Notts, Cycle Dealer Lincoln Pet Aug 31 Ord Aug 31
DUTTON, ALFRED, Portsmouth, Refreshment House Keeper Portsmouth Pet Aug 31 Ord Aug 31
GABITASS, GEORGE BRONDON, Conisborough, Yorks, Colliery Datal'er Sheffield Pet Aug 31 Ord Aug 31
GIBBONS, JOHN WILLIAM, Sheffield Sheffield Pet Sept 2 Ord Sept 2
GRANT, HENRY JOSEPH, Richmond, Surrey, Licensed Victualler Wandsworth Pet Sept 1 Ord Sept 1
HOPKINS, PATRICK JOHN, Worcester, Furniture Dealer Worcester Pet Sept 2 Ord Sept 2
ISAAC, WILFRED LEON, Austin Friars, Stock Broker High Court Pet June 23 Ord Aug 28
LEWIS, WILLIAM, Gendros nr Swansea, Carpenter Swansea Pet Aug 31 Ord Aug 31
LILLEY, LEMUEL BENJAMIN, Wrexham, Publican Wrexham Pet Aug 31 Ord Aug 31
MILLAR, CHARLES HUME, Northampton, Leather Merchant Northampton Pet Sept 2 Ord Sept 2
OSTICK, JOHN, East Retford, Notts, Insurance Office Canvasser Lincoln Pet Sept 2 Ord Sept 2
PARK, THOMAS, Leeds, Plumber Leeds Pet Feb 20 Ord Aug 31
PENNINGTON, JOHN THOMAS, Leeds, Ironfounder's Labourer Leeds Pet Sept 1 Ord Sept 1
PHILLIPS, WILLIAM, Weymouth, Boarding house Keeper Dorchester Pet Aug 24 Ord Sept 2
REDMOND, WILLIAM EDWARD, Liverpool, Upholsterer Liverpool Pet Sept 1 Ord Sept 1
RUSSELL, CHARLES JAMES, Brixton, Job Master High Court Pet June 27 Ord Aug 28
SHOPLAND, WILLIAM HENRY, Blaenavon, Mon, Carpenter Tredegar Pet Aug 31 Ord Aug 31
SUTTON ALBERT, Foston, Derby, Farmer Burton on Trent Pet Sept 2 Ord Sept 2
WENDON, ALFRED, Newquay, Cornwall, Gasworks Foreman Truro Pet Sept 1 Ord Sept 1
WILLIAMS, GEORGE, Malvern Wells, Worcs, Painter Worcester Pet Sept 2 Ord Sept 2

ADJUDICATION ANNULLED AND RECEIVING ORDER RESCINDED.

SCHROEDER, HENRY SHULDHAM, 37, Silwood-road, Brighton Brighton Rec Ord, Jan 22, 1903, made under s. 103 of the Bankruptcy Act, 1883 Adjud March 23 Resc and Annul 21

THEATRES.

APOLLO.
THIS EVENING, at 8.0, THE GIRL FROM KAY'S: Mesdames Kate Cutler, Marie Illington, Letty Lind, Gabrielle Ray, Hilda Jeffreys, and Millie Legarde; Messrs. W. Louis Bradfield, A. Fitzgerald, E. W. Garden, Cheesman, Fred Emney, J. Thompson, and Willie Edouin.

COMEDY.
TO-DAY, at 2.0 and 8.30, THE CLIMBERS: Mmes. Li Hanbury, Lottie Venne, Kate Tyndall, Mrs. Mouillot, Mmes. Florence Sinclair, Fanny Ward, &c.; Miss Sydney Valentine, Reeves-Smith, J. L. Mackay, G. K. Graham, Howard Sturge, Lirtledale Power, &c.

CRITERION.
THIS EVENING, at 8.30, BILLY'S LITTLE LOVE AFFAIR: Messrs. Allan Aynesworth, Charles Groves, Sothern, Mark Kinghorne, J. W. Macdonald, Orlando Dale, Ian Maclaren, Horton Cooper, William Pilling; Mesdames Florence St. John, Granville, Carlotta Zerbini, E. I. Brooke, Alice Beet, Cairns-James, Eileen Warren, Edit Cartwright, and Eva Moore.

DALY'S.
THIS EVENING, at 8.0, A COUNTRY GIRL: Mmes. Rutland Barrington, Fred Kaye, A. May, Willie Warde, C. Dixon, Stamper, Ford, Annie Purcell, and Hunter Wright; Mesdames Ethel Irving, Florence Warde, Cun. Hirst, Ray, Le Hay, Cranfield, Draughn, Erskine, Severn, and Evie Greene.

GARRICK.
TO-DAY, at 2.30 and 9.0, THE BISHOP'S MOVE. At 8.15, THE SOOTHING SYSTEM: Mr. Arthur Bourchier and Miss Violet Vanbrugh; Messrs. Frank Mills, H. B. Warner, Darleigh, Pearce, Sims, Biron, Knott, Egerton Misses Jessie Bateman, Faber, M. Brough, Clement, Fane, May.

HAYMARKET.
TO-DAY, at 2.30 and 8.30, SHADES of NIGHT. At 8.0 and 9.0, COUSIN KATE: Mr. Cyril Maude and Miss Ellis Jeffreys; Mr. Eric Lewis, Mr. Rudge Harding, Mr. G. A. Trollope, Master Cyril Smith; Miss Beatrice Ferrar, Mrs. Carlotta Addison, Miss Marie Linden, Miss Pamela Gaythorne, Miss H. Thompson.

LYRIC.
Under the Management of Mr. Tom B. Davis.
TO-DAY, at 2.15 and 8.15, THE MEDAL AND THE MAID: Mmes. Madge Vincent, Sylvia Lablanc, Daisy Jerome, Lizzie St. Quinten, and Ada Blanche; Messrs. Norman Salmond, J. Robert Hale, Laurence Caird, Fredk. Ranalow, Tom Terriss, Sterling MacKinlay, and E. Dagnall.

PRINCE OF WALES'.
TO-DAY, at 2.0 and 8.0, THE SCHOOL GIRL: Mmes. Adrienne Augarde, Violet Cameron, Whalley, Maviane Caldwell, Billie Burke, Pauline Chase, Percival, Vidal, Wilkes, V. Gray, and Ethel Sydney; Messrs. Talfour Andrews, James Blakeley, George Graves, J. A. Warden, Gilbert Porteous, and George Grossmith, jun.

ST. JAMES'S.
TO-DAY, at 2.30, TOM PINCH.
THIS EVENING, at 8.15, THE CARDINAL: Mr. E. S. Willard, Mr. Herbert Waring, Mr. Charles Fulton; Mesdames Alice Lonnon, Helen Ferrers, Maud Hoffman, A. Webster, Nina Lindsey, Russ Whytal, E. H. Tombes, D. Brooke; Messrs. A. S. Homewood, F. Volpe, Ernest Stallard, H. Cane, W. Sauter, H. G. Lonsdale, W. Edmunds, and J. G. Taylor.

SHAFTESBURY.
TO-DAY, at 2.15 and 8.15, IN DAHOMEY. Negro Musical Comedy, composed by Will Marion Cook; and the REAL CAKE WALK: Bert A. Williams, Geo. W. Walker, Lottie Williams, Abbie Mitchell, Aida Overton Walker, Hattie McIntosh, and full Coloured Company.

STRAND.
Proprietor and Manager, Mr. Frank Curzon.
TO-DAY, at 2.15 and 8.0, A CHINESE HONEYMOON: Messrs. Arthur Williams, E. Boyd-Jones, Percy Clifton, Picton Roxborough, Farren Soutar; Mmes. Marie Dainton, F. Wentworth, F. Randle, F. Jamieson, R. Cecil, Marie Daltra, Empsie Bowman, F. Wright, J. Lowes, Lily Elsie, and Louie Freear.

TERRY'S.
Sole Proprietor, Mr. Edward Terry.
Season under the direction of Mr. Frederick Mouillot.
TO-DAY, at 2.30 and 8.15, MY LADY MOLLY: Mesdames Decima Moore, Sybil Arundale, Andrée Corday; Messrs. Richard Green, A. Winckworth, Walter Hyde, T. MacCallum, and Bert Gilbert.

VAUDEVILLE.
Managers, A. and S. Gatti and Charles Frohman.
TO-DAY, at 2.30 and 8.30, QUALITY STREET: Messrs. Henry Vibart, A. Vane Tempest, George Shelton, J. C. Buckstone, Victor Bridges, Charles Daly, Master George Hersee; Mesdames Irene Rooke, Adela Measor, Henrietta Watson, Rosina Filippi, Constance Hyem, Fyfe Alexander, Hilda Antony, Edith Heslewood.

WYNDHAM'S.
THIS EVENING, at 9.0, GLITTERING GLORIA. At 8.30, JUDGED BY APPEARANCES: Messrs. James Welch, Dennis Eadie, Dallas Welford, John C. Dixon, Granville Barker, W. Griffin, Leslie Stiles, Lennox Pawle, J. Parson, T. Maitland; Mesdames Dorothy Drake, Dora Barton, Winifred Fraser, I. Innes-Ker.